

5/053/030

Number
85199082

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

**VEGETATIVE OR MINERAL MATERIAL
NEGOTIATED CASH SALE CONTRACT**
(\$999 or less)

State **LUTAH**

District **CEDAR CITY**

Date of Sale **7-7-92**

Name of Purchaser (first, middle, last)
NICHOLAS YEAGLEY

Address (include zip code)
**SPRINGDALE LUTAH
P.O. Box 35**

KIND OF PRODUCT	EST. QTY. (Units)	RATE/ UNIT	PRICE
Dec. Rock	3 TN	6⁰⁰ TN	\$ 18⁰⁰
TOTAL			\$ 18⁰⁰

Purchaser is liable for total purchase price shown above. There will be no refunds. Additional payment, if any, will be made in accordance with Sec. 1(c). This contract is made under terms of Sec. 1() and the stipulations indicated.

Contract expires (date)
8-7-92

ALL MATERIALS MUST BE REMOVED PRIOR TO THIS DATE

Location of sale:
GOOSEBERRY MESA

RECEIVED AS PAYMENT IN FULL		
ACCOUNT	COUNTY	PRICE
P. D. (5881)	WASHINGTON	\$ 18⁰⁰
O & C (5882)		
CBWR (5897)		
Road Maintenance Fee (9110) or (9120)		
Material Site Reclamation (5310) or (5320)		

Purchaser certifies that he is twenty-one years of age or older and a citizen of the United States.

Signature of Purchaser
Nicholas Yeagley

Signature of Authorized Officer
Kathy Abbott

SEC. 1 CONTRACT TERMS
(check appropriate block)

- ☒ (a) All materials in contract area in excess of estimated quantity are reserved by the Government.
☐ Severence ☒ removal in excess of that quantity will subject Purchaser to trespass action.
- ☒ (b) The quantity of material is a predetermined amount and may be more or less than the actual amount.
- ☒ (c) If total number of units ☐ severed ☒ removed exceeds estimated units additional units shall be paid for at unit rate at time and place designated by the Authorized Officer.

SEC. 2 GENERAL STIPULATIONS
(check appropriate block)

All materials are to be removed in strict accordance with instructions of Authorized Officer and the following conditions and requirements:

No material may be ☐ severed ☒ removed unless marked or otherwise designated by Authorized Officer. Title to material sold under this contract shall remain in Government and shall not pass to Purchaser until such material has been removed from contract area. If this contract involves severence of vegetative material, risk of loss shall be borne by Purchaser after material is cut. Nothing herein shall be construed to relieve Purchaser from liability for any breach of contract or any wrongful or negligent act, or for any violation of any applicable regulation of the Department of the Interior.

Purchaser shall take such measures for prevention and suppression of fire on the contract area and other Government lands as are required by applicable laws and regulations. Purchaser shall dispose of refuse in accordance with instructions from Authorized Officer.

If Purchaser violates any of the provisions of this contract, the Authorized Officer may, by written notice, suspend any further operations of Purchaser under this contract, except such operations as may be necessary to remedy any violations. If purchaser fails to remedy all violations within thirty (30) days after receipt of the suspension notice, the Authorized Officer may, by written notice, cancel this contract and take appropriate action to recover all damages suffered by Government by reason of such violation.

SEC. 3 SPECIAL STIPULATIONS

PUBLIC LAND ONLY

No commercial

petrified wood

CX- 92- 40

CASH